FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
02 January 2021 11:02 AM Irs
Michelle Rynne, Clerk of Court

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- 3 281 Kaikea St.
- 4 Kihei, HI, 96753
- 5 808-250-0472
- 6 Jason.r.scutt@gmail.com

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## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAI'I

JASON SCUTT, an individual, on behalf of herself

**Plaintiff** 

VS.

KELLI DORRIS; XIAYIN

(GAOQUIANG) LIN; and CHARLENE

**CHEN** 

Defendant.

CASE NO.: CV 20-00333 JMS -WRP

PLAINTIFF'S SECOND AMMENDED COMPLAINT

Trial Date: none set

I. Introduction:

- 1. This is a lawsuit seeking monetary relief as well as damages against Defendants
- who are both landlords and agents of the rental housing unit in Wailuku, Hawaii
- where Plaintiff resided peacefully for approximately two years before being evicted.
- 14 Landlords directly and via agents engaged in discriminatory and threatening
- behavior based exclusively on Plaintiff's status as Transgender/LGBTQ IA+ as well
- as her adherence to Jewish religious beliefs.

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## II. Jurisdiction:

3 Federal question - Fair Housing Act (FHA) (42 U.S. Code § § 3601-3619 and 3631)

5 III. Facts Giving Rise to This Action:

- 1. From approximately January 1, 2020 until the TRO hearing, Dorris had been
- 7 employed by landlords Lin and Chen, who cite an unknown "Association" in their
- 8 eviction text see exhibit A, to conduct maintenance, enforce cleaning, illegally sign
- 9 for and collect certified mail addressed to Plaintiff and other tenants, and to serve
- evictions and other communications from Lin and Chen by illegally attaching items
- to Plaintiff's front door or leaving in her entryway.
- 2. Plaintiff began to receive text messages from Chen after Dorris began making
- 14 frivolous complaints to Plaintiff and Landlords about "Cleanliness" and "Noise"
- shortly after discovering Plaintiff washing female clothing in the common area
- washroom and otherwise exhibiting features that are not normally associated with
- the male stereotype. No complaints were ever received in the years Plaintiff had been
- a tenant before the arrival of Dorris in or about December of 2019. Doris also gave
- a false name (Beatriz) during a verbal confrontation regarding maintenance of the
- 20 unit. Doris and Chen both appeared visibly upset after the female clothing was

1 discovered and escalated the harassment by sending Plaintiff intimidating and

2 unusual and confusing text messages instead of serving written notice regarding any

3 alleged violations. Landlords also employed Dorris to transmit messages about

4 cleaning window screens and common area, however no complaints from other

tenants or neighbors were filed before the arrival of Dorris.

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7 3. On or about July 1, 2020 Plaintiff applied for a temporary restraining order (TRO)

8 against K. Dorris (another tenant acting as agent on behalf of Landlords Chen and

9 Lin and their respective home-owners owners association (HOA). After the TRO

was granted, Dorris continued to engage in harassment designed to compel Plaintiff

to leave on her own accord. Prior to requesting the TRO, Dorris, acting on behalf of

the landlords and HOA, approached Plaintiff without face coverings on multiple

occasions during the pandemic Covid19 to complain about maintenance issues with

the property and other issues normally discussed with a property owner or manager.

4. After the ongoing intimidation and harassment throughout most of 2020, primarily

conducted by Lin and Chen via agent Dorris and other unknown maintenance

workers<sup>1</sup>, Plaintiff began searching for alternative housing and was forced to reach

<sup>&</sup>lt;sup>1</sup> Around the time Dorris appeared, a different unknown maintenance worker stated verbally that he would "...do anything for Mrs. Lin", which was construed as an obvious threat or intimidation on behalf of the opposing parties.

out to domestic violence agencies such as the National Deaf Domestic Violence 1 Hotline based on her hearing impairment. Plaintiff is not Deaf but suffers hearing 2 loss, primarily in her right ear. Plaintiff then applied for a TRO based on these 3 conversations; and was subsequently called a "Kike" by Dorris after the request was 4 granted. Doris also could be heard through the door in December 2019 saying 5 "Mazel Tov" in December 2019 after Plaintiff had been listening to Hanukkah music 6 (Plaintiff is not ethnically Jewish, however considers herself Jewish as her primary 7 religion, and refrains from participating in Christian beliefs). Plaintiff also overheard 8 Dorris using the word in conversation with other maintenance workers and/or 9 neighbors across the street around January 2020 after the female clothing and 10 religious practices were discovered and again after the TRO was granted. 11 12 5. In July 2020 after the TRO was granted but before the hearing, Plaintiff began to 13 receive more frequent intimidating text messages from Chen requesting more 14 information about the restraining order and indicating that she "didn't want any more 15 problems". Chen also made great efforts to involve herself in the situation by 16 discussing the private matter, send texts and emails discussing the matter to which 17 she was not a party, and otherwise acting as intermediary between Dorris and 18 Plaintiff regarding "permission" to freely exit the unit. 19

On or around July 7, Doris began positioning herself between the only legal exit and her vehicle thereby preventing Plaintiff to legally exit her unit for several days in order to try to force Plaintiff to walk within 10 feet of her thereby violating the terms Plaintiff's own TRO. Doris had also prevented Plaintiff from leaving her unit via the common area before the requested TRO by approaching without face coverings to complain about maintenance. Ironically, Doris had also been employed to enforce an unwarranted "quarantine" implemented by landlords despite her own refusal to wear a mask during verbal confrontations with Plaintiff, thereby promoting Plaintiff to finally reach out to domestic violence counselors, including her therapist at the time and to ultimately apply for the TRO. 

6. On or about July 7, 2020, Plaintiff first notified Chen and Lin via text message that Dorris was creating a health and safety hazard by blocking the common area and thus the exit to Plaintiff's dwelling. Plaintiff specified that she used the refusal to wear a mask as an intimidation factor before and after the TRO; and also used the terms of the TRO itself to block the exitway. Despite receiving a copy of the court order, Lin and Chen aggressively involved themselves in the matter by conveying "permission" letters and other complaints instead of simply asking Dorris to wear a mask and stop blocking the exits. Landlords took no action to correct the hazard and instead aided Dorris in conveying "permission" letters indicating that Plaintiff has

"Permission" from Dorris and landlords to exit the unit, however threaten also to 1 "exercise legal rights" if Plaintiff uses the exit/entryway for any other purpose than 2 to "..use the others". 3 4 7. On July 24, 2020, Chen and Lin employed Dorris once again to illegally attach a 5 "notice to vacate" on her front door that reiterates the threatening statements about 6 "exercising legal rights" which are defined as "cancelling permission" to exit. Chen 7 also appears to be the author of the separate "permission" letter which further defines 8 the vague statement about "exercise legal rights" as a clear threat to commit an 9 unlawful act by revoking permission to exit the unit freely. The eviction letter also 10 makes demands for money for unpaid rent despite the pandemic moratorium that 11 was in effect by the governor of Hawaii prohibiting landlords from engaging in this 12 exact thing. 13 14 8. After service of the eviction, Doris and other unknown persons continued to 15 intensify the harassment by uttering slurs "mazel tov" and ignoring requests to leave 16 at least 10 feet between the exit and Plaintiff's apartment, thereby again forcing 17 unwanted contact without face coverings. Plaintiff subsequently filed complaints 18 19 with HUD and made efforts to retain an attorney on a fee-contingent basis but was

unsuccessful. See Exhibit A for text messages and written correspondence

## **III. First Cause of Action – Dorris:**

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9. Under the FHA (42 U.S. Code §3404), it is unlawful for property owners to (1) refuse to rent or deny a dwelling to any person because of ...religion [or] sex, 42 U.S. Code §3604(a); (2) to discriminate ... because of religion or sex, 42 U.S. Code §3604(b); and (3) "coerce, intimidate, threaten, or interfere with a tenant's exercise or enjoyment of... any right protected under §3604 - 42 U.S. Code §3617. HUD regulations also make it unlawful to evict or "subject a tenant to harassment... that causes the person to vacate... because of sex or religion" or to "deny or li it services or facilities" in connection with rental because of sex or religion. – 24 C.F.R. §100.60(b) and §100.65(b). 10. Landlord Chen never explicitly made her objection or beliefs known directly. however ignored multiple written complaints about the discriminatory conduct and hostile housing environment carried out by Dorris – specifically regarding the inability to freely exit the unit and the failure to comply with face covering mandates in the common area. As such Plaintiff was effectively deprived of both her use of the common area exit (including washer and dryer) as well and enjoyment of her home; of which she was not permitted to exit without written "permission". Also, Chen had conveyed messages in June 2020 about "coffee spills" on Dorris' car and other frivolous and hostile "complaints" made by Dorris that had no factual basis.

1 After being notified of the situation, Chen simply states in a text: "when do you

move out?" but takes no action to enforce mask e=wearing or remove the hazard

3 from the exit – see Exhibit A.

5 11. As such, Chen is vicariously liable for the ongoing subtle harassment and hostile

6 environment by refusing to enforce mask-wearing and serving an illegal "eviction"

after being made aware of the TRO and the use of the terms thereof to block the legal

8 exit. As such the Court should consider Chen liable under 24 C.F.R. § 100.7 based

9 on case law such as Hicks v. Makala Valley Plantation Homeowners Association,

10 2015 WL 4041531, Bischoff v. Brittain, 183 F. Supp. 3d 1080, 1092 (E.D. Cal.

11 2016).

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## IV. Second Cause of Action - Lin

12. Under Hud regulations, Lin as the property owner is also vicariously liable for

both the hostile living environment and the Title VII discrimination as it applies to

the FHA. Chen, who is a co-landlord, acted as agent on behalf of Lin, who appears

to be the property owner. Lin was clearly made aware of Plaintiff's protected status

(see Bostock v. Clayton City., 140 S. Ct. 1731, 1741 (2020) based on sex and religion

per the necessity to use the common area washroom in full view of tenants, landlords

and neighbors.

## V. Dorris and Agency

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13. Under FHA traditional agency principles will be found to apply in that (1) Doris 2 held power to alter legal relations between Plaintiff and landlord by drafting and 3 serving legal documents such as the "permission" letter and the notice to vacate. 4 Doris was also employed to carry out various tasks, such as maintenance, collecting 5 certified mail, enforcement of cleaning (2) Doris was a fiduciary in that she was 6 entrusted to carry out activities such as serving paperwork and other messages on 7 behalf of Landlords and (3) Landlords had some unknown contract or agreement 8 with Dorris allowing her to carry out these tasks, as well as the harassments -HUD 9 Agency § § 12, 13, 14 (Oct. 2020 Update). Doris and Chen both had full 10 authorization to convey these messages as well as the eviction itself per the written 11 correspondence signed by both Chen and Dorris – 24 C.F.R. § 100.20 Dorris clearly 12 had the authority to impose consequences; and subsequently did via the attempts to 13 block the exit and enforce "quarantines" that were not authorized by any official 14 authority. The power to make these decisions is clearly illustrated by Chen and Lin's 15 reliance on Dorris to enforce these policies and to therefore actively participated in 16 the management of the property. 17

14. Both landlords Chen and Lin further ratify the statements and threats made by Dorris and other unknown maintenance workers by serving a copy of the letter via

1 email and instructing Dorris to illegally attach physical copies to Plaintiff's door.

2 Chen further ratifies the letter by suggesting that permission could be "cancelled"

3 thereby creating a threatening and intimidating situation under duress and fear of

4 losing "permission" to exit legally. Plaintiff had previously been not allowed to leave

5 get unit by these threats and reached out to domestic violence counselors, the State

6 Circuit court and local police to obtain legal clarification regarding her rights to enter

7 and exit freely.

15. Chen and Lin, by serving the and ratifying the statements, effectively participate in the threat to commit unlawful false imprisonment by ratifying the statements and "cancelling permission" to exit. Chen and Lin also reiterate these statements in their own eviction letter dated July 24, 2020, in which they also state that they would "...exercise legal rights", which is an obvious reference to "cancelling permission" to freely enter and exit the unit. Several more complaints were submitted between July 7 and July 23 as well as a copy of the TRO, however Chen declined to adress the health and safety hazard (and therefore hostile housing environment) and allowed Dorris to continue the hostile behavior. It is unknown whether Dorris was actually a paid employee, however she did benefit by successfully ridding the building of the Plaintiff and may have been given other perks such as rent reduction by landlords as compensation to carry the tasks on behalf of the property. The

- 1 circumstances viewed in their entirety also constitute disparate under treatment
- 2 under Title VII as Plaintiff suffered damages and emotional trauma after having to
- 3 find an emergency living situation during the height of the Pandemic Covid19 based
- 4 solely on her gender and religion and the refusal to adress safety concerns presented
- 5 to landlords after the TRO was granted. Plaintiff has suffered damages in the amount
- 6 to be proven at trial.

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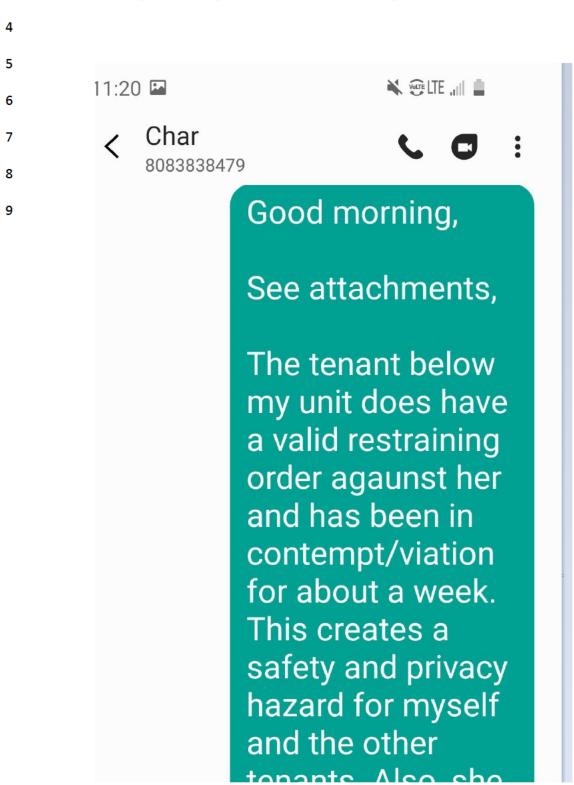
## VI. Prayer for Relief:

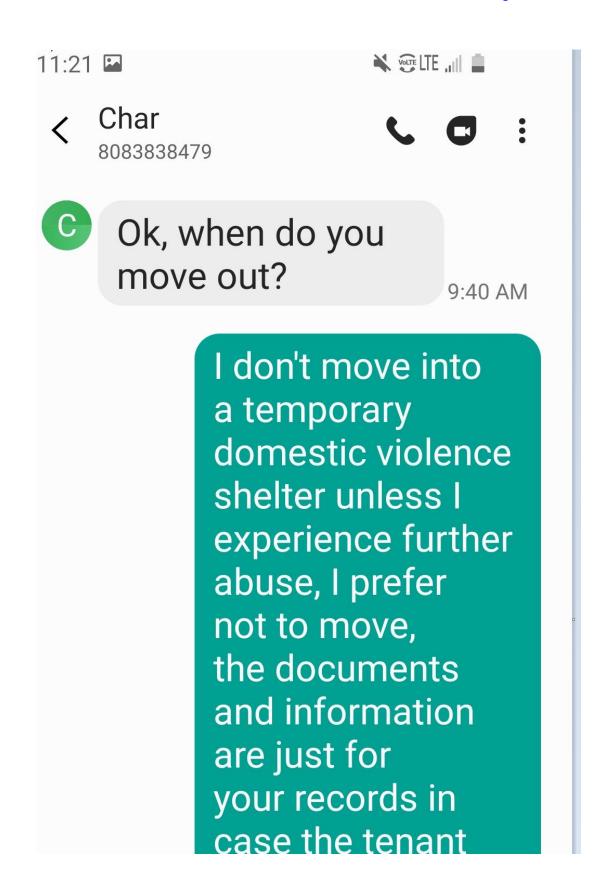
- 9 16. Wherefore Plaintiff prays for relief as follows:
- a. That the Court accept jurisdiction
- b. That the Court find in favor of Plaintiff
- c. That the Court award compensatory, statutory, and/or exemplary damages in
- the amounts to be proven at trial
- d. The Court grant such additional or alternative and further relief as the Court
- deems just and equitable
- 17 DATED: Maui, Hawai'i Saturday, January 2, 2021
- 18 JASON SCUTT
- 19 /s/ Jason Scutt
- 20 Jason.r.scutt@gmail.com

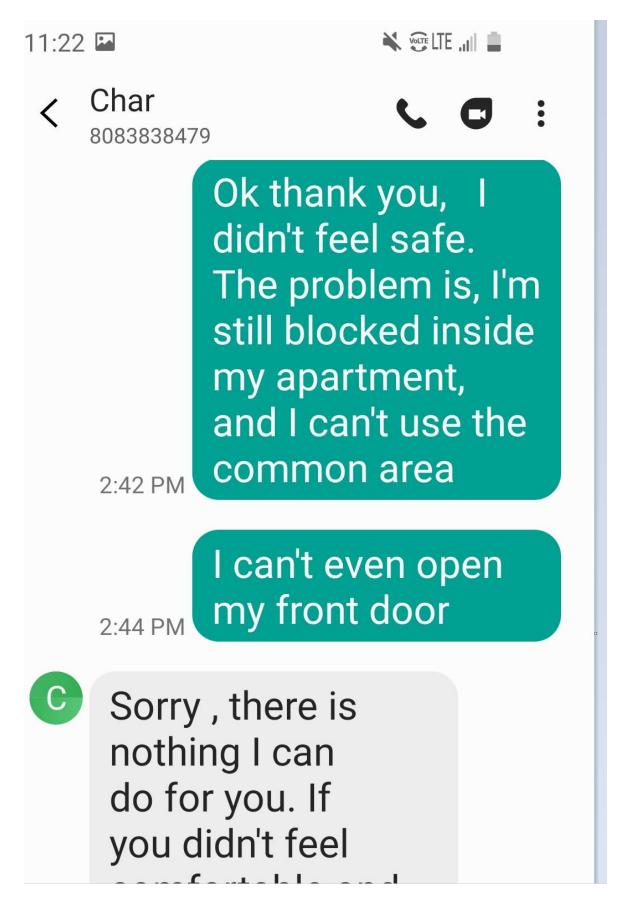
2 EXHIBIT A:

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3 Texts showing that complaints were made but ignored by landlord:



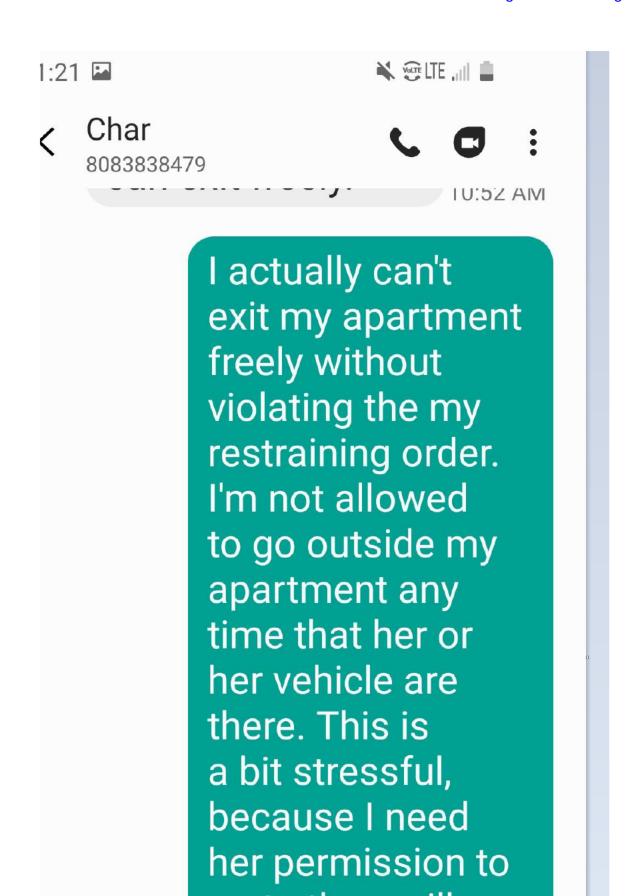


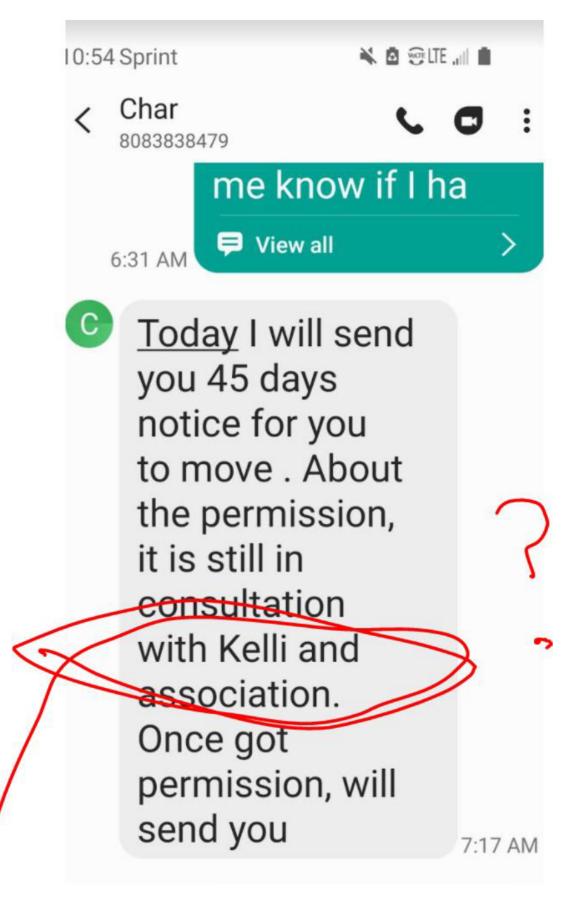


sorry to bother you again <u>today</u>

4:23 PM

She told me that she will not answer





## Notice To Vacate

7/24/2020

From: Guoqiang Lin & Charlene Chen

To: Jason Scutt

Rental Address: 950 Wailupe drive, upper Wailuku HI 96793

Please know this is the formal letter to inform you, the tenant that we will be terminating the lease. Because the lease is due on 07/31/2019, and we will not continue to renew the lease. This serves as a 45days notice to vacate the premises. Your moveout should be no later than September 6<sup>th</sup>,2020. The security deposit cannot be used as your last month rent. You will still need to pay the rent and electrical bill as regularly scheduled. Also please provide me a mailing address to regard about the security deposit after you moved. Please know the failure to do so will force us to exercise our legal rights. Should you find out the place sooner than 45 days .We will allow you to exit the lease without fines or penalties.

Let me know if you have any questions.

Your Landlords,

Jason Scutt <jason.r.scutt@gmail.com>

[o: National Deaf Hotline <nationaldeafhotline@adwas.org>

Thu, Jul 23, 20

I Cant physically leave via the only legal exit to my apartment, without "approaching her" or otherwise violating restraining order, and she has made it clear that I do NOT have her permission at any time to use the commo enter thereafter, thank you. Also, the other landlord refuses to provide a safe and legal entry and exit to the bundary been trapped for several days, I need to communicate via text since my ears were injured and I can't full understand someone shouting at me, thank you, I'm also afraid to get exposed to biohazard covid19 and I'm trans/lgbtqia, but I do need safe and legal entry and exit, even if they serve an eviction, I dont think the police understand this message completely, and I'm very sorry to have bothered you, see court doc I filed last night i but I'm not an attorney, but I dont feel safe also the neighbors who have some unknown affiliation with the lar blocking the exit have become aggressive and Ive been hearing loud painful ringing tones in both ears, even right is injured, and I believe some racisism or slurs are being used not just by the one below, Thank you [Quoted text hidden]

--

Jason Scutt

#### 2 attachments



2DRC-20-000933 3rd NOTICE OF VIOLATION.pdf 10893K



2DRC-20-000933 INTERLOC. APPEAL.pdf 299K

Vational Deaf Hotline <nationaldeafhotline@adwas.org>
To: Jason Scutt <jason.r.scutt@gmail.com>

Thu, Jul 23, 2(

I am so sorry to hear about your situation, that is really difficult and complex.

I am wondering what other exit are you allowed to use? Is there only ONE exit which you are not allowed to use that being said, you have to ask permission every time you leave? That is wrong and violates your equal right needs.

Can you contact-

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https://www.legalaidhawaii.org/contact-us.html

DLIR.HCRC.INFOR@hawaii.gov

os://mail.google.com/mail/u/3?ik=d0b6717e9b&view=pt&search=all&permthid=thread-a%3Ar-3198195996111682026&simpl=msg-

Jason Scutt <jason.r.scutt@gmail.com>

To: National Deaf Hotline <nationaldeafhotline@adwas.org>

Thu, Jul 23, 2020 at 9:05 /

Ok I'll reach out to them -> grateful

[Quoted text hidden]

National Deaf Hotline <nationaldeafhotline@adwas.org>

Thu, Jul 23, 2020 at 9:11 /

To: Jason Scutt <jason.r.scutt@gmail.com>

I did some more research, your basic rights being violated you are being prevented to live and survive on basic needs.

You can contact and file complaint to Fair housing act/HUD

dlir.hcrc.info@hawaii.gov

https://www.mauicounty.gov/1606/Fair-Housing

https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/online-complaint

I hope this helps.

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Deaf Hotline Advocate
National Deaf Domestic Violence Hotline
Hotline: 855-812-1001
Main Office: (206) 922-7088
www.thedeafhotline.org
www.adwas.org

CONFIDENTIALITY STATEMENT: This communication, including attachments, may contain confidential or

ttps://mail.google.com/mail/u/3?ik=d0b6717e9b&view=pt&search=all&permthid=thread-a%3Ar-3198195996111682026&simpl=msg-a%3Ar-27...

7/23/2020

To whom may concerns,

I, Kelli Dorris hereby to give permission to Jason Scutt to exit the unit, include the common area, Garage and drive way for 45 days, which from 07/24/2020-09/06/2020. This is made by landlord's request. Also, this permission only uses for exit the unit, can't use this for others. If the people Jason Scutt failure to do so, this permission will automatically cancel, also I will exercise my legal rights.

Kelli Dorris

	Nack Control of the C
Based upon the attached Petition for Ex §604-10.5, the Court finds there is proba	TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT Parte Temporary Restraining Order and Declaration of Petitioner(s) and pursuant to Hawai'l Revised Statutes
Recent or past acts of harassme	
Threats of harassment by Responders to the Court that a Temporary IT IS ORDERED that Respondent(s) sh	ondent(s) make it probable that acts of harassment may be imminent against Petitioner(s).  Restraining Order should be granted and is necessary to prevent acts of harassment. Accordingly, all appear before the Judge in the above-entitled proceeding at the date, time and place indicated in the Notice of this Petition, Respondent(s) is/are ordered as follows.
YOU AN	TO THE RESPONDENT:
Do not contact, threaten, or p	
Do not telephone Petitioner(s	
	er(s)' A residence, including yard and garage, and A place of employment.
	TISED STATUTES §134-7, you shall not possess or control any firearm(s) and/or ammunition for
the duration of this Tempor	
그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	over for safekeeping all firearms and/or ammunition in your possession and control to the
extensions thereof.	tment (any District Police Station in Maui County), for the duration of this Order or any
This Order becomes effective upoterminated by the Court. ANY KNOWING OR INTENTIONAL DEMEANOR PUNISHABLE BY A 3	In its signing and filing and shall remain in effect for fifteen (15) days, unless extended or all violation of this temporary restraining order against harassment is a missiall sentence of up to one year and/or up to a \$2,000 fine. A sentence of 48 hours on and 30 days jail for any subsequent conviction(s) is mandatory. [Hawai'i re-663 and \$706-640].
1902 1 2020	1/ /- 1/-
JUL 1 2020	9.15.
Date:	Judge of the above-entitled Cook Histin Hamman
NOTICE IS GIVEN that the Petitioner Against Harassment.	r(s) above named has/have filed the foregoing Petition for Ex Parte Temporary Restraining Order and for Injunction
YOU ARE COMMANDED to appear  Walluku District Cou	r before the Presiding Judge of the above-entitled Court, the District Court of the above Circuit,  rt. Hoapili Hale, 2145 Main Street, Third Floor, Waijuku, HI Courtroom 3D  2070 , 20 at 8:30 o'clock A.M
Prior to the scheduled hearing dat acts of harassment. At the hearing, the reasons why the Injunction should or IF YOU OR YOUR ATTORNEY FAINJUNCTION AGAINST HARASS.  The Court shall receive all evidence that harassment by Respond to Petitioner exists, it may enjoin for that harassment by Respondent(s) in the consistently or continually bothers to suffer emotional distress, the court This Order shall not be personally	e, you or your attorney may file a written response explaining, excusing, justifying, or denying the alleged act or parties shall be prepared to testify, call and examine witnesses, present any documents, and give legal or factual should not be granted. Each party may be represented by an attorney and shall be prepared to proceed at the hearing AIL TO ATTEND AT THE TIME AND PLACE DESIGNATED, AN ORDER GRANTING PETITION FOR IMENT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. (ace that is relevant at the hearing, and may make independent inquiry. If the Court finds by clear and convincing ent(s) in the form of physical harm, bodily injury, assault, of the threat of imminent physical harm, bodily injury no more than three years further harassment by Respondent(s). If the court finds by clear and convincing evidence he form of an intentional or knowing course of conduct directed at Petitioner(s) that seriously alarms or disturbs, titioner(s) and that serves no legitimate purpose exists, and such course of conduct would cause a reasonable persor shall enjoin for no more than three years, further harassment by Respondent(s).  y delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the public, unless a judge of the above-his Order, personal delivery during those hours.
Date:	Clerk of the above-entitled Court  e Americans with Disabilities Act if you require an accommodation for your disability, please contact
the ADA Coordinator	at PHONE NO. 244-2800, FAX 244-2849, or TTY 244-2889 at least ten (10) working days in advance pointment date. For Civil related matters, please call 244-2706 or visit the Service Center at 2145 Main ailuku, Hawai'i 96793.

Reprographics (10/11)

Page 3 of 3

TRO 20-P-285

# Housing Discrimination Information

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

**Instructions:** (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

JASON SCUTT			
Your Name			
950 WAILUPE D	)R		
Your Address			
City	State	Zip Code	
WAILUKU	HI	96793	
Best time to call	Your Daytime Phone No	Evening Phone No	

## Who else can we call if we cannot reach you?

WENDY B	7755448151
Contact's Name	Best Time to call
Daytime Phone No	Evening Phone No
Contact's Name	Best Time to call
Daytime Phone No	Evening Phone No

### What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

I not allowed to use the common area, which includes the only legal exit from my dwelling upstairs, The violent party, landlord and nieghbors/other tenants have taped packages to the outside of my door and have sent a cryptic "notice to vacate" via text message, but they also include the fact that they will "exercise their legal rights" if I dont comply - this to me is clearly not permission to leave despite the fact that my luggage is packed, but I have no place to go - I also am refused access to the mailbox and garbage, which were original terms of the lease, see the two pages sent to me by them attached (and possibly also attached to my front door) and please understand that Im transgender and have a disability so please email or text me only, and Im running low on food. This may be related to a different civil complaint to a differnt agency and in court.

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	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAI'I				
	JASON SCUTT, an individual, on behalf of herself	CASE NO.: CV 20-00333 JMS -WRP			
	Plaintiff vs.	CERTIFICATE OF SERVICE			
	Doris, Lin, Chen				
	Defendant.				

## CERTIFICATE OF SERVICE

I certify, on the date below, a copy of the foregoing document was duly

served upon the following party as indicated below:

5 E FILE

- 8 DATED: Maui, Hawai'i Saturday, January 2, 2021
- 9 /s/ JASON SCUTT
- 10 281 Kaikea St.
- 11 Kihei, HI, 96753
- 12 Pro Se Plaintiff

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